

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WISCONSIN**

CHEESE SYSTEMS, INC.,

Plaintiff,

v.

TETRA PAK CHEESE AND POWDER  
SYSTEMS, INC.

and

TETRA LAVAL HOLDINGS &  
FINANCE S.A.,

Defendants

v.

CUSTOM FABRICATING & REPAIR,  
INC.

Third Party Defendant.

Civil Action No. 11-CV-00021 (BBC)

**STIPULATED JUDGMENT**

Plaintiff Cheese Systems, Inc. and third party defendant Custom Fabricating and Repair Inc. (collectively, "CSI") and defendants Tetra Pak Cheese and Powder Systems, Inc. and Tetra Laval Holdings & Finance S.A. ("Tetra Pak") stipulate to a judgment on the following terms:

- (1) The above captioned action is dismissed with prejudice;
- (2) CSI shall pay \$2,000,000 to Tetra Pak pursuant to the terms of the attached Agreement;
- (3) The Stipulated Injunction previously entered in this actions shall remain in force;

(4) The Court shall retain jurisdiction for the purpose of enforcing the terms of the attached Agreement.

Dated: March 19, 2014

By: 

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Systems, Inc. and Third Party  
Defendant Custom Fabricating  
& Repair, Inc.*

Respectfully submitted,

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*Attorneys for Defendants  
Tetra Pak Cheese and Powder Systems, Inc. and  
Tetra Laval Holdings & Finance S.A.*

SO ORDERED: Barbara B. Crabb

March 19, 2014

Honorable Judge Barbara B. Crabb

Judgment entered this 19<sup>th</sup> day of March, 2014.

Peter Oppeneer

Peter Oppeneer, Clerk of Court

### AGREEMENT

Custom Fabricating and Repair, Inc. and Cheese Systems, Inc. (collectively "CSI") and Tetra Pak Cheese and Powder Systems, Inc., and Tetra Laval Holding and Finance S.A. (collectively "Tetra Pak"), the parties to the action styled *Cheese Systems, Inc. v. Tetra Pak Cheese and Powder Systems, Inc. and Tetra Laval Holdings & Finance S.A. v. Custom Fabricating & Repair Inc.*, 11-cv-0021-BBC (the "Civil Action"), hereby agree to permanently resolve the Civil Action. Accordingly, the parties hereby agree as follows:

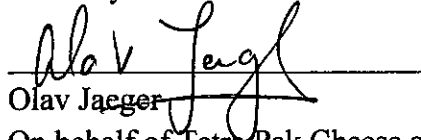
- By March 21, 2014, CSI shall deposit \$2,000,000.00 in escrow ("settlement funds") at a bank acceptable to Tetra Pak.
- No later than March 19, 2014, the parties shall notify the Court in the Civil Action of the settlement of this action and present the Court with a Stipulated Judgment acknowledging the settlement and dismissing the action with prejudice. ✓
- The Court shall retain jurisdiction to enforce the terms of this Agreement.
- The settlement funds shall be released to Tetra Pak within 3 business days of the entry of the Stipulated Judgment.
- The parties agree that this Agreement shall be binding on all successors, privies, and assigns.
- Upon payment of the settlement funds to Tetra Pak, CSI and Associated Milk Producers, Inc. ("AMPI") shall receive a permanent release of all past claims by Tetra Pak for infringement of U.S. Patent 5,985,347 ("the '347 patent"), including for the 18 counterrotating HSCV cheese vats currently installed at AMPI's Jim Falls and Blair locations.
- Upon payment of the settlement funds, Tetra Pak and CSI do hereby mutually release each other, their successors and assigns from all claims past and present.
- CSI acknowledges the validity of the '347 patent and will permanently forego any and all challenges to the '347 patent in any and all forums, and further agrees not to aid or assist any third parties in challenging the validity of the '347 patent.
- ① • The permanent injunction currently entered in the Court until expiration of the '347 patent shall be incorporated in the Stipulated Judgment presented to the Court.



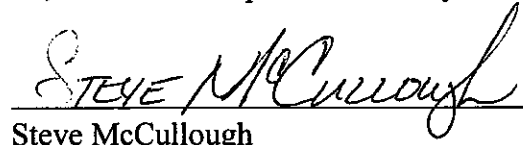
- The parties further agree to a joint press release publishing the terms of this Agreement and the Stipulated Judgment by ~~March 21, 2014~~ approved by Olav Jaeger and Steve McCullough.

*April 4, 2014*

CSI and Tetra Pak, through their representatives below, warrant and represent that they have full authority to be bound to the terms above.

  
Olav Jaeger

On behalf of Tetra Pak Cheese and  
Powder Systems, Inc.  
Tetra Laval Holdings & Finance S.A.

  
Steve McCullough

On behalf of Custom Fabricating & Repair  
Inc. and Cheese Systems, Inc.